

REQUEST FOR PROPOSALS

CROSSING GUARD SERVICES

Proposals Due by 2 P.M., on Monday, February 6, 2017

Submit Proposals to:

City of Huntington Park
City Clerk
Re: Crossing Guard Services
6550 Miles Avenue
Huntington Park, CA 90255



City of Huntington Park Police Department

6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6216

INTRODUCTION

The City of Huntington Park is soliciting Request for Proposals (RFP), from qualified companies, with a minimum of five years professional experience, providing crossing guard services and management. The City of Huntington Park desires to contract with a qualified established company, on an annual basis for crossing guard services.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

All inquiries concerning this RFP should be directed to:

Lieutenant Tim Schennum
Huntington Park Police Department
(323) 826-6691
tschennum@huntingtonparkpd.org

TERM OF AGREEMENT

The term of the Agreement shall be from February 27, 2017 – December 31, 2021, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the Agreement.

LATE SUBMITTALS

It is strongly recommended that proposals be delivered, in-person or via personal courier, by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible for ensuring the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

WITHDRAWAL or MODIFICATIONS

A proposal may be withdrawn or changed by a written and signed request by a Proposer, prior to the final deadline. If the Proposer does not make this request before the final deadline, the Proposer shall be obligated to fulfill the terms of its proposal, as submitted. In the event a Proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

RESPONSIVENESS

All submittals will be reviewed by the City to determine compliance with all requirements and instructions, as specified in the RFP. Proposers are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion, to waive minor administrative irregularities or errors.

COST

The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

LEGAL AUTHORIZATION

All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

NO GUARANTEE OF CONTRACT

No guarantee is made that any contract will be awarded in response to this RFP.

INSURANCE COVERAGE

If a Proposer is selected, all insurance documentation will be provided to the City, prior to the execution of a contract, at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

SUB-CONSULTANTS

Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.

PUBLIC RECORD

All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record, pursuant to applicable laws. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City, and City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify, in writing, which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely

identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under the Confidential Information section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

RIGHT TO REQUEST ADDITIONAL INFORMATION

During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

ADDITIONAL SERVICES

The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

CONFLICT OF INTEREST

By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

CONFIDENTIAL INFORMATION

City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day

following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement, wherein the Proposer agrees to indemnify, defend, and hold harmless the City, and its elected and appointed officials, officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information, which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

RESERVATION

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this proposal. If the revisions require additional time to enable proposing company or individual to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date. All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected. The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and/or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required. This request for proposal does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this request become the property of the City of Huntington Park.

REQUIREMENTS

The selected Proposer ("Contractor") shall maintain policies of comprehensive public liability and property damage insurance with limits of not less than \$5,000,000, per occurrence.

Contractor shall add the City, its officers, employees, and agents as additional insured on any policy of insurance required under this Agreement.

Contractor shall provide the City evidence of the insurance required herein satisfactory to the City, consisting of certificates of insurance that attach separate additional insured endorsement pages (form CG 20 10 11 85) that will show the City of Huntington Park, its officers, employees, and agents as additional insured.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Certificates of insurance are to reflect such coverage provides 30-days prior notice to the City by certified mail of any cancellation or reduction in available limits or changes in the terms of coverage.

Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by the Contractor's performance, whether such performance be by itself, its sub-consultant, or anyone directly or indirectly employed by it and whether such damage shall accrue or be discovered before or after termination of the contract. The City shall be provided a certificate of insurance verifying the Contractor's liability insurance coverage.

The Contractor agrees to maintain, at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the City with satisfactory evidence of such insurance coverage upon the City's request.

The Contractor agrees no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

The Contractor agrees to comply with all requirements of the Immigration Reform and Control Act of 1986 ("Act"). The Contractor agrees to defend, indemnify and hold the City of Huntington Park harmless from any penalties imposed as a result of non-compliance with the Act.

SCOPE OF REQUIRED SERVICES

The City of Huntington Park is seeking the services of a qualified firm, with at least five years of experience in crossing guard management and services, to supply fully trained crossing guards, at up to 10 locations, Monday through Friday, excluding days when the schools are not in session. The total hours for crossing guard services being sought is a bi-weekly average, not to exceed 350 service hours, with service decreasing or increasing contingent on school schedules, volume of traffic, and City desires.

The successful firm will be able to fully manage crossing guard services within the City of Huntington Park in coordination with the Police Department.

SERVICES TO BE PERFORMED

- A. Provide a program manager who will coordinate crossing guard services with a Police Department liaison.
- B. Provide a supervisor to ensure guard activities are taking place at the required places and times and that proper safety procedures are complied with.
- C. Provide fully trained and equipped alternate personnel to ensure all contracted locations are covered in the event regular personnel are absent

- D. Provide all crossing guards with a standardized uniform and proper weather apparel and gear, approved by the Chief of Police, which will be worn at all times, while performing their duties.
- E. Provide all crossing guards with handheld stop signs and reflective vests, which comply with applicable State and City laws and regulations.
- F. Persons provided by the Contractor as crossing guards shall be trained by the Contractor. Training shall include the laws and codes of the State of California and the City of Huntington Park, pertaining to general pedestrian safety and school crossing areas. Training shall also include general traffic safety for pedestrians, motorists, and the crossing guards themselves. Copies of all training certificates must be provided, prior to execution of the contract. Provide training for crossing guards in first aid and CPR, in accordance with Red Cross certification guideline. Copies of valid Red Cross certificates on each crossing guard must be furnished to the City, prior to signing of the agreement and annually afterwards.
- G. Provide evidence of compliance with California Vehicle Code section 21100, as it relates to crossing guards and compliance with 21100(i), prior to execution of the agreement.
- H. Provide the Police Department with a monthly schedule, in advance, of the locations to be serviced and the personnel deployed at those locations.

Business License

Contractor must be properly licensed with the Huntington Park Finance Department.

TIME SCHEDULE

Following is the anticipated timeline for the selection of the Contractor:

January 5, 2017	RFP is released
February 6, 2017	Proposals due
February 21, 2017	City Council awards contract

PROPOSAL REQUIREMENTS

Format – Proposals shall be made using the worksheets contained in this RFP, plus a separate Statement of Qualifications. Bidders are to submit three sets of the following documents.

- 1. **Bid Sheet** – Completed “Bid Sheet.”
- 2. **Itemized Price List** – See “Bid Sheet” for more information.

3. **Statement of Qualifications** – Include information how many years of experience the company has in providing services similar to those described in the Scope of Services section of this RFP.
4. **Training** - Summary of training provided each crossing guard.
5. **References** – Completed “References” sheet. Include references for work your company has performed that is relevant to this RFP.
6. **False Claims Sheet** – Complete “False Claims Sheet” attached hereto as Exhibit “A.”
7. **Civil Litigation Sheet** – Complete “Civil Litigation Sheet” attached hereto as Exhibit “B.”

Blank spaces in the proposal must be properly filled in and the phraseology of the proposal form must not be changed. Any unauthorized conditions, limitations, or provisos attached may render it unacceptable and cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. Proposers are invited to be present at the opening of proposals. A Proposer submitting a proposal may be required, before the contract is fully awarded, to furnish a certificate as to its corporate existence and satisfactory evidence as to the authority of the officer or officers authorized to execute the contract on behalf of the Proposer.

SELECTION PROCESS

Proposals will be evaluated by City staff on the basis of the areas listed in the “Proposal Requirements” section of this RFP. Proposers may be invited to make an oral presentation. Evaluation and subsequent selection of a qualified firm is competitive.

Proposals received will be evaluated by a three-member committee selected by the Chief of Police. The evaluation criteria shall include, but not limited to the Proposer’s experience; the proposals completeness in addressing all items in the Scope of Services; training provided to the crossing guards including certifications; and the proposed hourly and annual over-all costs for the service and the ability to provide high quality, flexible, responsive services with responsible and accountable supervision.

The contract, if it be awarded, will be made within sixty (60) days after the opening of the proposals, or according to the Time Schedule listed above herein (whichever is sooner).

However, until an award is made, the right will be reserved to City to reject any or all bids and to waive technical errors or discrepancies, if to do so is deemed to best serve the interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder who is proposed to receive such an award.

The City shall be the exclusive judge as to the responsibility of a bidder and in ascertaining that fact, the City will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar public works operation of the various bidders.

A Proposer may withdraw its bid at any time prior to the time fixed in the public notice for the opening of bids by filing with the City, its clerk or secretary, a written request for the withdrawal of the bid. The Proposer or its duly authorized representative shall execute the request. The withdrawal of a bid shall not prejudice the right of the Proposer to file a new bid within the time limit.

SUBMITTAL REQUIREMENTS

Quantity – Three original copies of the proposal must be submitted. No faxed or electronically mailed versions will be accepted. Envelopes must state the company name.

Deadline for Submittal – Proposals *must be received* by the City Clerk’s office by:

Wednesday, February 3, 2017, at 2 P.M.

Please remit the documents to (address envelopes exactly as follows):

City of Huntington Park
City Clerk
Re: Crossing Guard Services
6550 Miles Avenue
Huntington Park, CA 90255

BID SHEET

(This page must be completed and submitted as part of your proposal package)

Company Name: _____

Primary Contact Name/Title: _____

Company Address: _____

Telephone #: _____ Fax #: _____

E-mail Address: _____

The term of the agreement shall be from **January 15, 2017 through December 31, 2020**, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the Agreement.

Total hourly rate: \$ _____

Any additional fees: \$ _____

Total annual costs: \$ _____

PLEASE NOTE: Proposer's bid must include an itemized price list for all associated costs.

REFERENCES

(This page must be completed and submitted as part of your proposal package)

Company name: _____

1. Organization/Agency: _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

2. Organization/Agency: _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

3. Organization/Agency: _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

4. Organization/Agency: _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

EXHIBIT "A"

(False Claims Sheet)

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

**FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION**
(CROSSING GUARD SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Huntington Park, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and Year) (City and State)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

- (2) Identity of tribunal or court and case name or number, if any: _____

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____

- (5) Amount of fine imposed: _____

- (6) Exculpatory Information: _____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and Year) (City and State)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

EXHIBIT "B"

(Civil Litigation Sheet)

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

**CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION**
(CROSSING GUARD SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park for the Crossing Guard Services RFP, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and Year) (City and State)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case _____

DECLARATION

I, _____, the _____

(Print name of person responsible for submitting Proposal)

(Title with Proposing Entity)

of _____ (hereinafter, "Proposer")

(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____

(Month and Year)

(City and State)

by _____

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT